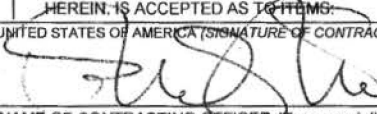


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-40000-13-0002		PAGE OF 1 6	
2. CONTRACT NO. CFP-13-Z-00001		3. AWARD/ EFFECTIVE DATE 02/11/2013		4. ORDER NUMBER 0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELIE STOWE		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB NAICS: 541690 ☐ 8(A) SIZE STANDARD: \$7.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP			
17a. CONTRACTOR/OFFEROR MCKINSEY & COMP INC. WASHINGTN D.C. 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036-2412		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO. 0001		20. SCHEDULE OF SUPPLIES/SERVICES GSA Contract #: GS-10F-0118S Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2013-61000001-251002-CFP4000000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX FOB: Unknown Period of Performance: 02/11/2013 to 10/31/2013 (b)(4) See Statement of Requirements. Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY 1		22. UNIT WK	
23. UNIT PRICE (b)(4)		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See schedule			
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,942,098.47		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ☐ ARE ☐ ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 					
30b. NAME AND TITLE OF SIGNER (Type or print) ELIE STOWE		30c. DATE SIGNED 02/11/2013		31b. NAME OF CONTRACTING OFFICER (Type or print) ELIE STOWE		31c. DATE SIGNED 02/11/2013	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	(b)(4) See Statement of Requirements.	1	WK	(b)(4)	
0002	(b)(4) See Statement of Requirements	11	WK		
0003	(b)(4) See Statement of Requirements	2	WK		
0004	Other Direct Costs. See Statement of Requirements				
The total amount of award: \$1,942,098.47. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

1.0 SCOPE. The CFPB requires consulting services to assist and support its on-going internal work to develop and refine its understanding of the costs to Financial Services Providers (FSPs) for complying with consumer financial protection regulations. This foundational work may span the realm from research to recommendations for potential solutions. The Contractor's activities in executing this BPA Call 0001 may include, but are not limited to:

- Developing, refining, and carrying out a strategy for deepening the CFPB's foundational understanding of compliance costs and regulatory burdens in the consumer financial marketplace;
- Designing and carrying out data collection and analysis efforts;
- Conducting qualitative assessments of FSPs' compliance costs via in-depth interviews;
- Developing detailed case studies on FSPs of various sizes, product offerings, and other characteristics impacting compliance costs;
- Analysis and assessment of past, current, and/or future environments for compliance with regulations;
- Validation of, and contributions to, CFPB's own research;
- Assessment of costs of implementing and/or compliance with a CFPB rule;
- Identification and development of (policy and operations) solutions that will reduce regulatory burden on FSPs without impeding the Bureau's ability to achieve its mission;
- Recommending strategies and/or techniques for developing regulatory analyses of future Bureau rule-makings; and
- Solicitation and analysis of consumer- and industry feedback on proposed methodologies and study results.

2.0 DELIVERABLES. Under this BPA Call, the Contractor shall provide the CFPB with the following deliverables:

2.1 *Project Plan.* Provide the CFPB with a detailed overall *Project Plan* for carrying out the work under this Call. The *Plan* may be presented as either a Word® or PowerPoint® document.

Delivery Required: No later than Seven (7) calendar days after notification from the COR.

- 2.2 *Current Knowledge Basis Analysis.* Provide the CFPB with a *Current Knowledge Base Analysis*. The *Analysis* shall discuss CFPB's current knowledge base regarding "Costs of Compliance to Financial Services Providers," and shall be reflective of both the data that the CFPB provides to the Contractor, as well as the Contractor's research, expertise, and experience. (This *Analysis* shall form the basis for determining the CFPB's foundational methodology for its study of compliance costs.) The *Analysis* shall include a PowerPoint® slide deck that summarizes the Contractor's key findings.

Delivery Required: No later than Seven (7) calendar days after notification from COR.

- 2.3 *Methodology Recommendation.* Provide final "*Costs of Compliance Study*" *Methodology Recommendation* to the Steering Committee, including the identification of the recommended Firms to be surveyed. The *Recommendation* shall include a PowerPoint® slide deck.

Delivery Required: No later than Fourteen (14) calendar days after notification from the COR.

- 2.4 *Interview Instrument and Data List.* Develop, complete, and provide a structured *Case Study Interview Instrument and Data List* to be used during on-site information collections; the CFPB has already begun the Paperwork Reduction Act process and will submit a generic Interview Instrument for clearance in advance of the Contractor's final Instrument. The *Case Study Interview Instrument and Data List* shall be Word® or PowerPoint® documents.

Delivery Required: No later than Twenty-one (21) calendar days after notification from the COR.

- 2.5 *Data Collection Activities.* Carry out on-site Data Collections at representative FSPs for the purposes of developing comprehensive case studies that will provide the CFPB with foundational knowledge regarding the costs of regulatory compliance across Financial Services Providers.

Performance Required: As required during the period of performance.

- 2.6 *Analysis and Summary Document.* Deliver a *Case Study Analysis and Summary* of the results of the Case Studies carried out under paragraph 2.5 to the CFPB Steering Committee. The *Summary* shall include a PowerPoint® slide deck.

Delivery Required: No later than fourteen (14) calendar days prior to submission of paragraph 2.7 deliverables.

- 2.7 *Public Report.* Prepare and deliver a written *Public Report*, with an Executive Summary, suitable for public dissemination. This *Report*, which is based on the results of paragraphs 2.2 and 2.5, will serve as a foundational document for the CFPB's study of regulatory compliance costs. The *Report* shall include, at a minimum:

- comprehensive sections on the background and methodology of understanding compliance costs;
- case study summaries and analyses of all on-site provider data collections;
- implications of case study findings; and
- recommendations for refining methodology for future research and targeted areas of interest for streamlining regulations.

To the maximum extent possible, CFPB feedback (including comments from paragraph 2.6 deliverables) should be incorporated into the final version of the *Report*.

Delivery Required: No later than Twelve (12) weeks after date of award.

- 2.8 *Summary Package.* Provide the CFPB Steering Committee with a *Summary Package* that presents options, analyses, recommendations, rationale, and implementation plans. The *Summary Package* shall reflect the CFPB's anticipated resource constraints, and staffing levels/limitations, regulatory environment, and feasibility of implementation. The *Summary Package* shall include a PowerPoint® slide deck.

Delivery Required: No later than Twelve (12) weeks after date of award.

- 2.9 *Final Report.* Provide a *Final Report* to the internal CFPB Team and Steering Committee. This *Final Report* shall include all of the Contractor's findings; recommendations for methodology refinement; targeted areas of focus for regulatory streamlining; and further areas of study that will deepen the CFPB's knowledge regarding compliance costs. If applicable, the Contractor shall provide recommendations and/or plans for activities that will assist the CFPB's in accomplishing its overall study objectives. This deliverable shall include a PowerPoint® slide deck.

Delivery Required: No later than Twelve (12) weeks after date of award.

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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☐ PARTIAL ☐ FINAL				
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- 1: Extended Pricing Tables
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SECTION ONE - SCHEDULE OF SUPPLIES OR SERVICES, AND PRICES

- 1.0 GENERAL.** The Consumer Financial Protection Bureau (CFPB) is an independent bureau within the Federal Reserve System that was created in 2010 by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (The Act). The CFPB is in need of Management Consulting Services and Subject-Matter Expertise to assist and support its on-going internal work to execute and refine its strategic planning, organizational design/performance improvement, operational planning, benchmarking/impact/monitoring, and related services. The CFPB seeks to adopt the best practices currently employed in the private or public sectors.
- 2.0 LABOR RATE- AND EXTENDED PRICING TABLE.**
- 2.1 **PRICING.** The Pricing Tables in Attachment 1 provide the labor rates for Contractor performance of services under this BPA. The prices and rates are inclusive of all direct- and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, and will be applicable for the duration of the term of the contract.
- 2.2 **PRICING TABLES.** Please see the Pricing Tables in Attachment 1 for the agreed upon labor rates. The agreed upon labor rates are the ceiling BPA rates and may not be exceeded during the duration of the BPA.
- 2.3 Other Direct Costs (ODCs), to include travel costs, may be contemplated under this Agreement or any Calls issued thereunder. The need for ODCs will be determined at the BPA Call level. All BPA calls shall be issued on a Fixed-Price basis or Labor Hour basis, or a hybrid of the two.
- 3.0 PERIOD OF PERFORMANCE AND CFPB BUSINESS HOURS.** The total potential performance period, or ordering period for this BPA, is three (3) years, as follows:

Base Period:	(Estimated) September 23, 2013 - September 22, 2014
Option Period One:	(Estimated) September 23, 2014 - September 22, 2015
Option Period Two:	(Estimated) September 23, 2015 - September 22, 2016

All work performed at CFPB facilities during this performance period shall be performed between the CFPB's core business hours. The CFPB's core business hours are 7:00am to 6:30pm ET, Mondays through Fridays (except federal holidays).

4.0 PLACE OF PERFORMANCE. The work performed under the BPA shall be performed primarily at the CFPB Headquarters Building located at 1700 G Street, NW or at other CFPB offices in the Washington, DC area. However, some Calls may require work to be performed at the Contractor facility.

5.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.

5.1 Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

5.2 The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov> . Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

5.3 If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

5.4 Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov .

5.5 Overpayments.

5.5.1 In accordance with FAR 52.212-4, section (i)5, overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually

occur within twenty-four hours and will be shown on the regular account statement.

- 5.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

- 6.0 PAYMENT SCHEDULE.** Payment for services under any Call may be requested at the end of the month following the performance of the work or after deliverable completion if the order is Firm Fixed Price.

SECTION TWO – STATEMENT OF REQUIREMENTS

- 1.0 PURPOSE/BACKGROUND.** The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the Act) (Pub. L. 111-203) established the Consumer Financial Protection Bureau (CFPB or the Bureau) to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.
- 2.0 SCOPE.** CFPB seeks continuous improvement within our business units with the goal of delivering an exceptional experience to consumers. As part of this ongoing effort, CFPB requires management consulting services and subject matter expertise to assist and support its on-going internal work to execute and refine its strategic planning, organizational design/performance improvement, operational planning, benchmarking/impact/monitoring, and related services. The CFPB seeks to adopt the best practices currently employed in the private or public sectors.

Services that may be required will fall within one or more of the following Support Areas, and the associated tasks may include, but are not limited to, the following:

2.1 Support Area 1: Strategic Planning

- 2.1.1 Assist in the development of enterprise-wide and division-specific strategy and related planning processes
- 2.1.2 Assist in the development, refinement, and/or execution of a consumer outreach and engagement strategy
- 2.1.3 Assist in implementation of CFPB-approved strategic measures

2.2 Support Area 2: Organizational Design and Performance Improvement

Assist in the development of and / or assist in support of:

- 2.2.1 Organizational redesign efforts, including implementation plans and, where appropriate, support project implementation
- 2.2.2 Operational efficiency and effectiveness initiatives, including business process engineering and analyses

2.2.3 Management and engagement of CFPB's mobile and distributed workforce

2.2.4 Implementation of CFPB-approved organizational design and performance improvement measures

2.3 Support Area 3: Operational Planning

Assist in development of and / or support:

2.3.1 Robust operational plans that translate existing core and planned mission activities to the staffing, skills, budgets, policy, and related operational infrastructure required to support them over future time periods. (Note: this is not to include staff augmentation).

2.4 Support Area 4: Benchmarking, Impact, and Monitoring

Assist in development of and / or support:

2.4.1 Continual benchmarking of CFPB's processes, procedures and impact against other Federal agencies, private firms or other organizations

2.4.2 Solicitation of consumer and industry feedback on the performance of CFPB's initiatives and rules / regulations

2.4.3 Evaluation of effectiveness of CFPB programs

3.0 PROFESSIONAL STANDARDS. All tasks shall be performed in a manner that meets the highest level of professional standards and adheres to industry leading practices. All Contractor personnel shall be fully proficient in the areas in which they work. All Contractor personnel are expected to routinely:

- Act in a consultative manner, proactively searching for creative solutions and strategies;
- Respond promptly, professionally and courteously to requests for assistance; and
- Provide knowledge transfer of work products and expertise associated with contracted tasks.

4.0 QUALITY CONTROL PLAN. The Contractor shall ensure services are provided in accordance with commonly accepted commercial practices and that quality service is maintained throughout the life of the BPA(s) and each individual Call. The Contractor's

Quality Control Plan (QCP) is to cover all potential task areas to be performed under the BPA(s) and shall be used to ensure the stated requirements are achieved.

5.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL

5.1 GENERAL. The Government reserves the right to have the Contractor reassign Contractor employees whose continued use under any Call issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such required reassignment in writing.

5.2 KEY PERSONNEL. The following positions are designated Key Personnel for this BPA:

- Manager
- Associate Partner
- Partner

5.3 PROPOSED SUBSTITUTIONS OF KEY PERSONNEL. All proposed substitutions of Key Personnel must be submitted, in writing, at least fifteen (15) working days in advance of the proposed action to the Contracting Officer. The Contractor(s) shall not allow Key Personnel substitutions during the BPA performance period unless the Contractor(s) timely notifies the Contracting Officer, with a copy to the COR, provides the information required herein, and is given written Contracting Officer approval. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

5.4 REPLACING NON-KEY PERSONNEL. In the event the Contractor(s) finds it necessary to replace any of the assigned non-key personnel during the performance of a Call, the Contracting Officer and COR shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel

- 5.5 POTENTIAL THREATS.** The Contractor(s) shall not employ persons for work on this Agreement if such employees are considered by the Contracting Officer to be a potential threat to the health, safety, security, general well-being or operational mission of the Bureau and/or its population. Any such person determined by the Government to be a potential threat may be immediately removed from performance under this Agreement by the Contracting Officer and shall be replaced by the Contractor at no additional cost to the Government.

SECTION THREE - TERMS AND CONDITIONS

1.0 AUTHORITY - CONTRACTING OFFICER.

The Contracting Officer, in accordance with Part 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of the Call(s), and notwithstanding any clauses contained elsewhere in the Call(s), the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Call price to cover any increase in cost incurred as a result thereof.

2.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY.

- 2.1. The Contracting Officer's Representative (COR) will be set forth in each Call.
- 2.2. Performance of work under any Call must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- 2.3. Technical direction must be within the scope of the Call specification(s)/work statement. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:
 - Constitutes a change of assignment or additional work outside the specification(s);
 - Constitutes a change as defined in the clause entitled "Changes";
 - Causes a change the Call price, or the time required for performance;
 - Changes any of the terms, conditions, or requirements of the Call;
 - Interferes with the Contractor's right to perform under the terms and conditions of the Call; or
 - Directs, supervises or otherwise controls the actions of the Contractor's employees.

2.4. The Contractor(s) shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

2.5. Failure of the Contractor and the contracting officer to agree that technical direction is within the scope of the Call shall be subject to the terms of the clause entitled "Disputes."

3.0 **CONTRACTOR POINT-OF-CONTACT (POC).** The Contractor shall provide a POC with authority to make technical, hiring and dismissal decisions, or special arrangement for Calls issued hereunder. The POC shall be responsible for the overall management and coordination of the BPA and shall act as the central POC with the CFPB. The POC shall have full authority to act for the Contractor in the performance of the required services. The POC, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The POC or designated representative shall respond within four hours after notification of the existence of a problem. The Contractor's designated Point of Contact (POC) is:

Name	Diana Farrell, Senior Partner		
Office No	(202) 662-3357		
Mobile No	(b)(6)		
Fax No			
E-Mail Address			

4.0 **DELIVERABLES.** The Contractor shall ensure all deliverables are clear, concise, technically accurate, well-organized, properly referenced, and complete by the appropriate due dates. Specific deliverables and delivery schedules will be identified in individual Calls. At a minimum, deliverables for each Call will include:

- 1.1 **Project Plan.** A detailed Project Plan within five (5) working days after each Call is issued, unless otherwise specified within a Call.
- 1.2 **Status Reports.** Status Reports (of varying frequency) that report on the overall project status detailing status of work products and project timelines. The CFPB has discretion to request that Status Reports be delivered by partners and accompanied by discussions with the CFPB. The reports, at a minimum, shall consist of:

- 4.2.1 Requirements completed;
- 4.2.2 Requirements to be addressed over the next period; and
- 4.2.3 Issues and Risks.

5.0 MARKING. All information submitted to the Contracting Officer (CO) and/or the COR shall clearly indicate the BPA and Call number for which the information is being submitted. Additionally, all documents submitted and reports produced by the Contractor shall be suitably marked to indicate and appropriately disclose Contractor participation.

6.0 LABOR CATEGORIES CONTEMPLATED. Descriptions of the type of work contemplated for use under this BPA are identified herein. The titles of the categories are intended to be descriptive, not restrictive.

Partner – Minimum experience requirements: 10 years of management and consulting or equivalent experience to include 7 years program management or associate partner experience.

Associate Partner – Minimum experience requirements: 4 years of management and consulting or equivalent experience to include 2 years program management experience.

Manager – Minimum experience requirements: 2 years of management and consulting or equivalent experience. MS/MBA education required as well.

Consultant – Minimum experience requirements: MS/MBA or a Bachelor of Arts with 2 years of management and consulting or equivalent experience.

Analyst – Minimum experience requirements: BA/BS or 0-2 years of management and consulting or equivalent experience.

7.0 GSA BPA REQUIREMENTS. In accordance with FAR 8.405-3(d)(3), at the time of establishing the BPA(s) (and prior to the issuance of any Call), the Contractor must have a valid GSA Schedule that covers the full potential performance period in effect, and shall be posted at the GSA Advantage and e-Library. Failure to comply will result in the Contractor not being eligible for award or the issuance of Calls under the BPA.

8.0 CALLS ISSUED.

- 8.1 The Government will order services through the issuance of Calls. Each Call will have a unique identifier and will obligate funds (incrementally or in total) to cover the work required under that Call. In no event shall work performed under a Call exceed any specified price ceiling in that Call.
- 8.2 All work requested, work performed, and performance periods shall be within the scope of work and effective period of performance identified within the BPA(s). In the event that a Call requires performance that extends beyond the current BPA term(s), the Contractor shall be required to complete performance within the period set forth in the Call, provided such period does not extend beyond one year after the expiration of this Agreement.

9.0 CALL PROCEDURES.

- 9.1 **GENERAL.** The Government may order up to the maximum order limitation specified in the firm's relevant GSA Schedule. However, all Calls are subject to the terms and conditions of the BPA. In the event of a conflict between a Call and the BPA, the BPA shall prevail. The Contractor shall not commence work until authorized by the contracting officer through the issuance of a Call.

9.2 ORDERING PROCEDURES.

All work to be performed under this BPA will commence with the issuance of a Call as requirements within the scope of the Statement of Work (SOW) arise. If multiple BPAs are issued, Calls will be issued competitively to qualified vendors whenever feasible. The Call issuance process will commence with the submission of a Request For Task Order Proposal (RTOP) submitted to the applicable/qualified contractor(s) by the Contracting Officer. The request will specifically identify all CFPB requirements for the project; the location of the work as appropriate; the period of performance and any deliverable deadlines, including a detailed project schedule if one exists; the applicable evaluation criteria for award; and the task order proposal submission deadline. Upon proposal submission, the CFPB will evaluate the proposal(s) to ensure that all CFPB requirements have been met. Calls will be issued on a best value basis, considering price and non-price factors, with non-price factors being considered more important than price unless expressly stated otherwise in the proposal request. If so

expressly stated, a Call may be issued on a lowest-priced technically acceptable basis when such basis provides the best value to the Government. Additionally, Calls may be set aside for small businesses if two or more small businesses are capable of performing the required work.

If the CFPB conducts Call competitions, competing BPA holders may be asked to identify any unique qualifications the firm may have to perform the work, and, for labor-hour based Calls, propose reductions (if any) to the labor rates set forth in their respective BPA. In some instances, the CFPB may require expedited responses from BPA holders so as to obtain services that are imminently needed. The CFPB will award to one or more competing BPA holders based on a best value determination, considering each Quoter's unique qualifications to perform the work, quality of prior work previously performed under the BPA if applicable, and proposed pricing. After making a best value determination, the CFPB will notify the competing BPA holders of the Call award decision.

The CFPB may request revised proposals if the Contracting Officer deems it appropriate. Calls will be in writing and will be issued by the Contracting Officer.

- a. Generally, Calls will be issued using a performance-based Statement of Objectives (SOO) that describes the CFPB's desired outcome(s).
- b. The Contractors in response shall generally offer:
 - 1. A statement of work for satisfying the outcome(s);
 - 2. If expressly required to be provided by the Request for Task Order Proposal (RFTP), proposed performance measurement(s) or other metric(s) to determine achievement of the objective;
 - 3. Proposed delivery date(s) that complies with any stated deliverable deadlines; and
 - 4. Proposed pricing in accordance with pricing established in this BPA.

All submitted quotes will be evaluated and discussions may be held, as needed, prior to issuance of an order. Generally, Calls will be issued within seven workdays from receipt of one or more acceptable offers.

- c. If required, the proposed performance measurements shall be in direct support of the objectives. The resulting Call will specify any incentives and disincentives for

meeting, exceeding or failing to achieve the objectives to which the parties have agreed.

- d. If the Call is to be issued on a labor-hour basis, the quoted total evaluated price shall be supported by the estimated hours corresponding to work proposed, labor category, estimated travel costs if applicable, estimated other direct costs, if any, and the proposed delivery schedule. Rates used in Call estimates shall be in accordance with the pricing established in this BPA. Any performance measures deemed acceptable by the CFPB and included in any Call will be the basis for acceptance of the contractor's work by the government.
- e. All deliverables (products) will be identified in individual Calls.
- f. Calls may be issued on a labor-hour basis, a firm-fixed-price basis, or a hybrid of both.

9.3 NOT-TO-EXCEED (NTE) AMOUNTS. For Calls issued on a Labor-Hour basis where a total ceiling (Not-To-Exceed (NTE)) amount has been identified within the Call, the Government shall not be obligated to pay the Contractor any amount in excess of that total NTE amount. Moreover, the Contractor shall not be obligated to continue performance if to do so would exceed the applicable ceiling, unless and until the Contracting Officer has provided the Contractor with written notice that the applicable NTE amount has been increased, and has identified the revised NTE ceiling price for performance under the Call.

10.0 SUBCONTRACTOR APPROVAL. The CFPB reserves the right to approve any subcontractor(s) proposed for performance under the BPA(s). Any subcontractor not approved by the CFPB may not be utilized in the performance of any Call under the BPA(s).

11.0 TRAVEL COSTS. Travel costs will be approved and reimbursed as specified on each Call issued. Not all Calls will require travel. If approved, travel will be in accordance with the Federal Travel Regulations (FTR).

- a) Travel expenses shall only be reimbursed if pre-approved by the COR.
- b) All non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftr.

- c) As a general rule, local travel will not be reimbursed under this BPA. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

12.0 INSPECTION AND ACCEPTANCE. Inspection and acceptance of all work performed shall be by the COR. Deliverables shall be reviewed for accuracy, clarity, completeness, and timeliness within ten working days after receipt unless specified differently elsewhere in the applicable Call. The CFPB will provide any concerns and comments to the Contractor, who shall ensure completion of each deliverable in a manner acceptable to the COR within five working days of such CFPB notice. The Contractor shall deliver all copies of completed deliverables to the COR.

13.0 SECURITY AND CONFIDENTIALITY.

13.1.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

At a minimum, personnel security clearance is required for all contractor personnel (includes subcontractor personnel) who are:

- a) Working on-site; or
- b) Accessing Bureau systems; or
- c) Accessing Bureau data; or
- d) Representing the Bureau in an official capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria must be a United States citizen and be able to pass a Government background investigation, if required, by the CFPB.

During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

- a. All applicable personnel shall be United States citizens.
- b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release

4. SF 85P

d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

The contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

13.2 FAR 52.204-9 PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under the contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

14.0 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. Contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of the BPA(s), the Contractor is prohibited from using government employees in any work performed by the Contractor(s) or any of its employees, subcontractors, or consultants.

15.0 COOPERATING WITH OTHER ORGANIZATIONS. The Contractor(s) agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations, as may be required by the CFPB.

16.0 LANGUAGE REQUIREMENTS. Contractor personnel assigned to perform tasks under the BPA must be able to read, write, speak, and understand the English language.

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying

the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

(a) For the purposes of this clause --

"Contract records" means information created or maintained by the Contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the Contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments; formal and informal correspondence; calendars; notes; reports; memoranda; spreadsheets; tables; telephone logs; forms; surveys; books; papers; photographs; drawings; machine-readable materials; and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the Contractor's premises or at off-site locations.

"Electronically stored information (ESI)" means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the Contractor, subcontractor(s), or employees of the Contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage).

"ESI devices and media" include, but shall not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual e-mail accounts of the Contractor's and any subcontractors' principals, officers, and employees including all folders contained in each

email account such as "Inbox," "Outbox," "Drafts," "Sent," "Trash," "Archive," and any other folders;

(4) Personal data assistants (PDAs);

(5) External data storage devices including portable devices (e.g., flash drive); and

(6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disk; microfilm; etc.).

"Tangible materials" means contract records that exist in a physical (i.e., non-electronic) state.

- (b) If during the period of performance of this contract, the CFPB becomes or anticipates becoming a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the contracting officer may provide the Contractor with a written (either hardcopy or email) preservation hold and certification of compliance with preservation hold. Upon receipt of the hold, the Contractor shall immediately take the following actions:

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI;

(2) Preserve tangible materials and ESI. The Contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document);

(3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including Contractor employees, subcontractors, and subcontractor employees. The Contractor shall provide the names of all such individuals via email to the CFPB official indicated in the notice;

(4) Document in writing the Contractor's efforts to preserve tangible materials ESI. It may be useful to maintain a log documenting preservation efforts;

(5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and

(6) Upon the request of the contracting officer, provide to the contracting officer or other CFPB official designated by the contracting officer with any of the information

described in this clause. The Contractor shall immediately confirm receipt of such request. The Contractor shall describe in detail any records that the Contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

- (c) (1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price, or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the contracting officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (i) Contract price.
- (ii) Delivery schedule.
- (iii) Other affected terms.

(2) The Contractor(s) shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the contracting officer's request made pursuant to paragraph (b)(6) of this clause. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor(s) from providing the records requested by the contracting officer.

- (d) The Contractor(s) shall include the terms of this clause in all subcontracts awarded under this contract.

19.0 INFORMATION TECHNOLOGY VIRUS SECURITY

19.1 The Contractor(s) hereby agrees to make every reasonable effort to deliver information technology products to the CFPB free of known computer viruses. The Contractor(s) shall be responsible for examining all such products prior to their delivery to the CFPB using software tools and processes capable of detecting all known viruses.

19.2 The Contractor(s) shall include the following statement on deliveries of hardware, software, and data products, including CDs, DVDs, and thumb drives, made under this contract:

[product description, part/catalog number, other identifier, and serial number, if any]

"This product has been scanned for known viruses using *[name of virus-screening product, including version number, if any]* and is certified to be free of known viruses at the time of delivery."

19.3 The Contracting Officer may assess monetary damages against the Contractor sufficient to compensate the CFPB for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the Contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on CDs, DVDs, and thumb drives under this contract.

19.4 This clause shall not subrogate the rights of the Government under any other term or condition of this contract.

20.0 ORGANIZATIONAL CONFLICT OF INTEREST. Contractor and subcontractor personnel performing work under the contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

21.0 UNIVERSAL ACCESS AND DESIGN

The contractor is responsible for ensuring that all Electronic and Information Technologies (EIT) deliverables meet or exceed accessibility and usability design requirements under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, and the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) Level AA.. The contractor must have the ability and experience in determining 508 compliance of EIT including design specification, testing and verification, and remediation as required.

The contractor will be responsible for acquiring the necessary tools to perform accessibility and usability testing in multiple computing environments with a comprehensive selection of assistive technologies. The contractor shall be prepared to present a Government Product Accessibility Template (GPAT) for each EIT deliverable upon request. These findings must be presented in an accessible electronic format.

All EIT deliverables produced by the contractor shall be accessible and meet the criteria outlined in Section 508 of the Rehabilitation Act of 1973, as amended, and the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) Level AA. EIT deliverables include but are not limited to: websites, mobile applications, webcasts, webinars, multimedia, social media, collaborative workspaces and tools, documents, PDFs, forms, and any training and related training materials. Print materials must be made available in an alternate accessible format when requested.

22.0 INSPECTION OF BOOKS & RECORDS

- 22.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
- 22.2 The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 22.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

22.4 CFPB'S OFFICE OF THE INSPECTOR GENERAL (OIG)

22.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

22.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

22.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

23.0 DATA RIGHTS. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

24.0 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> or <http://www.arnet.gov/far>.

FAR 52.232-1, PAYMENTS (APR 1984)

FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (AUG 2012)

FAR 52.246-4, INSPECTION – FIXED PRICE (AUG 1996)

FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

25.0 CLAUSES INCORPORATED BY FULL TEXT

25.1 FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

LABOR RATE AND EXTENDED PRICING TABLES

(b)(4)

NON-DISCLOSURE AGREEMENT

BPA Award #: CFP-13-Z-00014, Management Consulting Services
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement

(b)(4)

(b)(4)

(b)(4)

